

2007/2008  
MASTER CONTRACT

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PUBLIC EMPLOYMENT  
RELATIONS BOARD



MAQUOKETA VALLEY EDUCATION  
ASSOCIATION

AND

MAQUOKETA VALLEY  
COMMUNITY SCHOOL DISTRICT

## 2007/2008 MASTER CONTRACT

### Changes from 2006/2007

The 2007/2008 agreement reflects a 4.5% package. All items shall remain current contract except as follows: The underlined are added/changed language.

#### Article II: Compensation

B. Change the following sentence to read "Any year a staff member reaches the end of a lane, longevity will be added at \$340 [\$300] for each BA lane and \$440 [\$400] for each MA lane.

G. Change the wording to read "In addition to the compensation otherwise set forth in this agreement, the employer will pay to employees conducting programs designated by the employer such as summer programs, etc., the sum of \$18.00 per clock hour or 55 minute teaching period, the exception being before and after school and summer Drivers Education will be reimbursed the sum of \$22.00 per clock hour."

#### Article V: Leaves

9. Change to read. "Each employee shall be granted six (6) [five (5)] days each year of family illness leave for sickness or injury to the employee's spouse, child or parent. Such leave shall be deducted from the employee's personal sick leave.

#### Article VI: Insurance

A. The district will provide \$225.00 [\$200.00] per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district. The \$225.00 [\$200.00] will be used to purchase a tax-sheltered annuity.

F. Eye Examinations: The cost of eye examinations shall be shared by the Board to the extent of \$60.00 per family member which shall be reimbursed to the employee upon receipt of payment.

#### Article XV: Term of Agreement

Term of agreement shall reflect a two-year agreement beginning July 1, 2007 through June 30, 2009.

#### Article XVII: New Professional Mentoring Program

1. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional or an Instructional Mentor.

2. Instructional Mentors shall not be requested or directed by either party to the contract to provide data or testimony in job renewal, termination, arbitration or licensure proceedings.

3. An Instructional Mentor shall not be requested or directed to participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

**Salary Schedule A:** Will be based on a 4.5% package. The base will be determined once the health insurance rates for 2007/2008 have been received by the District.

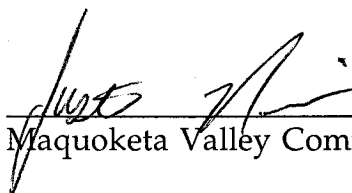
**Schedule B:** Change dates and add the following sentence: 5. If the Iowa Legislature incorporates the Phase II monies into another fund or renames Phase II it is understood that this schedule shall continue in force unless the Iowa Legislature stipulates how the incorporated monies are to be spent.

### 2008/2009 Settlement

The 2008/2009 agreement reflects a 4% package. It will include an additional \$25/month TSA for those employees who take single health insurance or who are covered by insurance of a spouse employed by the district. The MA lane would change to reflect an increase at Step 0 to 1.13%. Every step thereafter will increase by 4%. The MA+15 lane would change to reflect an increase at Step 0 to 1.18%. Every step thereafter will increase by 4%. All other contract language shall remain the same. The district and the association will agree to open negotiations if new money becomes available to the district. Negotiations will only involve the possible increase of the total package percentage.

  
Maquoketa Valley Community School District - Superintendent

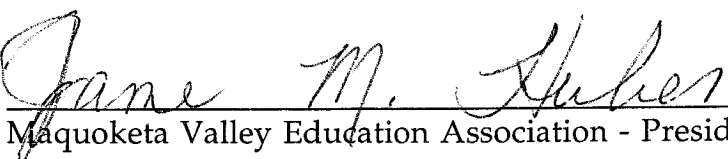
3/19/07  
Date

  
Maquoketa Valley Community School District - Board President

3/19/07  
Date

  
Maquoketa Valley Education Association - Chief Negotiator

3/19/07  
Date

  
Maquoketa Valley Education Association - President

3/19/07  
Date

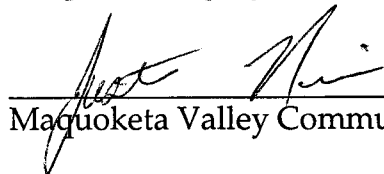
In Witness Whereof, the undersigned have executed this agreement on the dates hereinafter shown.



Maquoketa Valley Community School District - Superintendent

3/19/07


Date



Maquoketa Valley Community School District - Board President

3/19/07

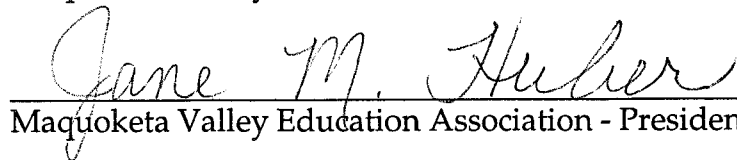
Date



Maquoketa Valley Education Association - Chief Negotiator

3/19/07

Date



Maquoketa Valley Education Association - President

3/19/07

Date

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## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between the MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT, hereinafter referred to as the "EMPLOYER", and the MAQUOKETA VALLEY EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## **ARTICLE I**

### **RECOGNITION**

The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for those persons employed by the employer in the following classifications:

Classroom Teachers  
Guidance Counselors  
Professional Certified Librarians

as certified by the Public Employment Relations Board in Case 194, which persons are covered by this agreement and hereinafter referred to as "employee(s)". Persons in all other employment classifications employed by the employer are specifically excluded from this agreement and the employer does not recognize the Association as the representative in collective bargaining for said persons or employment classifications.

## **ARTICLE II**

### **COMPENSATION**

A. The compensation of the employees covered by this agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District. Any year a staff member reaches the end of a lane, longevity will be added at \$340 for each BA lane and \$440 for each MA lane. When no teacher is at the end of any lane, no increments will be added. A Masters Degree must be in the assigned teaching category for placement above B.A.+20. A year of service shall consist of employment in the Maquoketa Valley School District for more than 90 teaching days in any one school year.

C. Employees on the salary schedule hereinabove referred to will move from one educational lane to a higher educational lane and shall move to the corresponding eligibility step on the higher lane, however, a Masters Degree must be in the assigned teaching category for placement above B.A.+20. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional education credit with the superintendent between the 15th day of August and the 10th day of September.

D. Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month commencing two weeks after the first workday, second payment to be on or before September 30th and the balance on the 15th and the last working day of each month thereafter. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

E. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

F. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee. The employer shall pay all remaining summer checks on or before July 15.

G. In addition to the compensation otherwise set forth in this agreement, the employer will pay to employees conducting programs designated by the employer such as summer programs, before or after school Drivers Education, etc., the sum of \$18.00 per clock hour or 55 minute teaching period, the exception being before and after school and summer Drivers Education will be reimbursed the sum of \$22.00 per clock hour.

H. Employees who are directed to use their own automobile in the conduct of the business of the Maquoketa Valley School District other than herein set forth, shall be reimbursed for travel between schools and travel at the direction of the Maquoketa Valley School District at the rate of thirty cents (.30¢) per mile.

I. Each employee shall receive passes for school events for employee and a guest.

J. Phase III:

1. The rate of pay for work performed for Phase III shall be \$18.00 per hour.

2. The teacher will have the right to grieve specific application of the Phase III plan to the teacher, but not plan content and/or plan criteria.

### **ARTICLE III**

#### **EMPLOYEE WORK YEAR**

A. The in-school contract year for employees shall not exceed 191 days except for employees new to the district who shall work 192 days.

B. The contract year will include five (5) duty-free holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day

C. The contract year will include six (6) professional development days [seven (7) days for employees new to the district]. Any additional professional development days added beyond 6 [7 for new employees] will be paid per diem by the state. If the state fails to fund these days, the days will be dropped from the work year.



## ARTICLE IV

### EMPLOYEE HOURS

#### **A. WORKDAY:**

The workday shall begin at 8:00 a.m. and end at 3:30 p.m. or when the last bus leaves the employee's building, whichever is later. Except as follows:

1. The workday shall be extended thirty (30) minutes on the days there is scheduled a building staff meeting.
2. The workday shall be extended one (1) hour on the days there is scheduled a general staff meeting.
3. On Fridays and the day before holidays the workday shall conclude after the last bus departs from the employee's school building.
4. Employees may be dismissed earlier at the discretion of the building principal.
5. During the workday the employee shall be in the school building except during lunch periods or when any duty shall require the leaving of the school building.
6. Each elementary teacher (K-6) shall have a continuous 30 minute break time each day.
7. Open House - Employees may be required, once per semester, to attend an evening open house. All such hours outside the regularly scheduled workday will be compensated at the same hourly rate as specified for work performed for Phase III.
8. Parent/Teacher Conferences - Employees may also be required to conduct regularly scheduled parent teacher conferences beyond the normal workday. All such hours outside the regularly scheduled work day shall be reimbursed with compensation time.

#### **B. EXTRA DUTIES:**

1. Employees shall perform other duties outside the normal workday as assigned by the employer.
2. An employee shall not be assigned more than three (3) extra duties such as ticket taking, bus chaperoning, dance chaperoning, etc. during the term of the agreement. For performing said extra duties, the employee will be paid \$8.00 per hour for each hour worked or increment thereof with a minimum payment of \$16.00 per event on said duties.

3. The term "extra duties" shall not include duties provided in the supplemental pay schedule, extended contracts, FFA activities or as otherwise provided in this agreement.

4. No employee shall be assigned any extra duties on Saturday, Sunday, holidays or days preceding holidays.

5. Employees shall receive said pay on the last pay period in December and on the last pay period in June.

**C. DUTY FREE LUNCH:**

Employees shall be allowed twenty-five (25) minutes duty free lunch.

**ARTICLE V**

**LEAVES**

1. **PERSONAL ILLNESS:** Employees shall be granted fifteen (15) days of sick leave per consecutive year of employment with the employer. Consecutive years shall refer only to the employees most recent consecutive years of employment with the employer. Any portion of the employee's yearly sick leave unused shall be accumulated not to exceed the total of 120 days including the year during which the 120 day total is accumulated. Sick day leave may only be used for leave due to illness or injury and the employer shall be provided with reasonable evidence, if requested by the employer confirming that said leave was taken for the purposes hereinbefore set out. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination as to any unused days on the date of the employee's termination of employment.

2. **FUNERALS:** Employees shall be granted a leave of absence at full pay for up to five school days to attend the funeral of a husband, wife, son, daughter, father, mother, mother-in-law or father-in-law. Employees shall be granted a leave of absence at full pay for up to four school days to attend the funeral of a son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparent-in-law or grandchild.

One day of leave at full pay shall be granted to employees to attend the funeral of an aunt, uncle, other relative or relative of a spouse.

Employees may be granted one working day leave of absence with pay in the event of death of a friend. The employee will reimburse the district the cost of substitute pay.

In the case of a death in the immediate family, an employee may be granted an additional bereavement leave without pay at the discretion of the superintendent, however, said additional leave shall not exceed ten calendar days.

3. **PERSONAL LEAVE:** Employer shall grant to the employees two (2) paid personal leave days per year for business or personal purposes. Employees shall notify

the principal of intent to take a personal leave day at least two school days prior to the taking of said personal leave day or less time at the discretion of the employer. If more than one employee, under the direction of the same principal, wishes to take the same personal leave day, the employee employed for the longest period of time by the employer shall have preference and the remaining employee or employees may not use said day for a personal leave day unless their principal shall determine that their absence will not have an adverse effect on the efficiency of the operation of the school or schools under said principal. Personal leave may not be taken the day preceding or following a holiday period or during regularly scheduled in-service days except at the discretion of the superintendent. Employees shall be allowed to take personal leave in half-day increments.

Teachers with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal day not used or may elect to carry over up to three (3) personal leave days for use in the following year(s). Employees shall notify the superintendent's office by June 1 of their preference as to carrying over or cashing out unused personal leave days.

**4. EDUCATIONAL MEETINGS OR VISITING OTHER SCHOOLS:**

Attendance at educational meetings or visiting other schools shall be permitted without loss of compensation if such absences are approved by the principal and the superintendent. Approval by the principal and superintendent may include reimbursement for such expenses as approved by the principal and superintendent. Employees desiring to be absent to attend educational meetings or visit other schools shall request approval therefore by submitting a written request signed by the principal and filed in the business office at least one week prior to the first day of anticipated absence.

**5. ABSENCE WITHOUT PAY:** Good Cause Leave: In situations where an employee has exhausted the appropriate paid leave otherwise available in this Article or in situations not covered by any paid leave in this Article, absence with pay, without pay, or with the employee's pay being deducted for the cost of a substitute may be authorized by the superintendent for good cause. The granting or denial of this leave is not grievable under Article XIII.

**6. ASSOCIATION LEAVE:** Employer shall allow a total of six (6) days non-cumulative leave per year to be used by the Association representatives to attend conferences and meetings of the ISEA, NEA or JDC. Said six (6) days shall be without loss of pay and may be divided among Association representatives as the Association shall determine, but said leave shall be granted only under the following conditions.

a. Written request on a regular request form and subsequent approval by the superintendent or his designated representative at least five (5) days prior to any day or days sought to be used.

b. That the employer is able to obtain a substitute or substitutes for the day or days of said leave which are sought to be used.

c. That the Association shall reimburse the employer for the costs incurred

for the substitute or substitutes used during the day or days of said leave.

7. **PREGNANCY:** Pregnancy will be treated as an illness and subject to sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubt exists, the superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, as sick leave will not be granted until such notification from the physician has been received.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

8. **FAMILY MEDICAL LEAVE:** Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, Board policy, and the regulations implementing the Act.

No provision of the Act is diminished by the inclusion of this provision in this contract nor are any provisions of this contract diminished by the inclusion of this provision in the contract.

9. **FAMILY ILLNESS LEAVE:** Each employee shall be granted six (6) days each year of family illness leave for sickness or injury to the employee's spouse, child or parent. Such leave shall be deducted from the employee's personal sick leave.

## ARTICLE VI

### INSURANCE

A. During the term of this agreement, the employer shall provide for employees and their dependents (as defined by Principal Financial Group or other group health insurance carrier) Principal Financial Group coverage currently in effect with the employer or similar group insurance from an insurance company.

The district will provide \$225.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district. The \$225.00 will be used to purchase a tax-sheltered annuity.

B. Employer shall obtain for and on behalf of each employee, group life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) which shall include double indemnity, accidental death and dismemberment.

C. Employees shall participate in a long-term disability insurance program that provides income protection at sixty-six and two-thirds percent (66 2/3%) of the employee's covered monthly compensation. The employee shall pay 100% of the premium. Premiums will be paid through payroll deduction. There shall be a waiver of premium clause for those on disability.

D. Licensed employees who are initially employed after July 1, 1993, shall be entitled to insurance benefits in the amounts indicated. (1) Licensed individuals employed on an FTE (Full-Time Equivalency) basis from 0.1 through 0.49 shall receive no insurance benefits. (2) Licensed individuals employed on an FTE basis from 0.50 through 0.874 shall receive single health insurance plus a pro-rata portion of all other insurance benefits. (3) Licensed individuals employed on an FTE basis from 0.875 and above shall receive full insurance benefits.

E. Employees will have the option to purchase dental insurance, subject to carrier requirements and restrictions.

F. Eye Examinations: The cost of eye examinations shall be shared by the Board to the extent of \$60.00 per family member which shall be reimbursed to the employee upon receipt of payment.

## ARTICLE VII

### DUES DEDUCTION

A. Any employee may sign and deliver to the employer an Assignment authorizing payroll deductions for professional dues to the Association by October 10th. The form of the Assignment shall be set forth in Schedule C.

B. Pursuant to a deduction authorization, the employer shall deduct one-sixteenth (1/16) of total dues from the regular salary check of the employee each pay period for eight (8) months, beginning in October and ending in May of each year.

C. New employees to the district after October 10th shall have thirty (30) days from date of employment to submit the dues authorization form set out in Schedule C.

D. Such authorization shall continue in effect unless revoked in writing by a thirty (30) day notice to the Board.

E. The employer will remit the dues hereinbefore deducted in the form of one check made payable as directed in writing by the Association, delivered to the party directed in writing by the Association, which party shall receipt therefore. Said deductions shall be delivered to the Association within five days following the month said dues were deducted from the employees covered by this Agreement.

F. The employer's obligation hereunder shall be only for the month for which said dues were authorized to be deducted by the employee and shall not include any accrual by the Association for said dues.

## **ARTICLE VIII**

### **ASSOCIATION**

A. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each school building in areas designated by the building administrator; such as, teacher lounges, but not in areas open to the public or students.

B. Intra-school mail facilities may be used for the distribution of official Association communications so long as it does not require additional delivery services or delay normal district distribution.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times during the normal school day, provided that this shall not interfere with or interrupt normal school operations. Any ISEA, NEA or JDC member outside the Maquoketa Valley School District bargaining unit that has Association business to perform shall report to the building principal, or designee, that he/she is in the building and identify the employee or employees he/she wishes to see. The principal, or designee, will check schedules of employees and grant permission if the employees are not involved in direct supervision or classroom instruction.

D. The Association may use the buildings of the school district on the same basis and pursuant to the same procedure as any other outside group requesting use of said buildings. The Association shall not be favored in any manner over any outside group requesting use of said buildings and the Association shall be subject to the same payment procedures and restrictions as any outside group requesting use of said buildings. Any change in the regulations with respect to the use of said buildings by outside groups including the Association, shall not be the subject of arbitration or renegotiation under this Agreement.

## ARTICLE IX

### EVALUATION PROCEDURES

A. The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated each school year. Beyond their second year of service, classroom teachers will be formally evaluated at least once every third year.

B. Initial Meeting - Prior to October 1, the building administrator will meet with all beginning, new and career teachers that will be observed to review expectations and evaluation timelines. The expectations include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.

C. Copies of the completed evaluation forms will be given to the teacher.

D. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.

E. All formal observations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher. A copy of any such evaluation shall be given to the teacher before the post-observation conference. The teacher shall have the right to respond in writing to the evaluation and the response shall be attached to the evaluation in the teacher's personnel file. All evaluations shall be fair, accurate and the methods uniformly applied.

F. The present evaluation system is on file at the administrative office and shall be made available to any teacher upon request.

G. Failure of the employer to follow the evaluation methods and procedures as outlined in the district plan shall be subject to the grievance procedure. The substance of an evaluation may be challenged in the grievance procedure if arbitrary or capricious and if it is used as a basis to deny an employee any salary or fringe benefit or is used as a basis to alter an employee's status with the Employer. Failure to file a grievance challenging an evaluation prior to its affect upon an employee shall not be deemed as a waiver of rights or acquiescence. The rights of beginning teachers will be as outlined by the State of Iowa.



## ARTICLE X

### STAFF REDUCTION

A. For the purpose of this article, seniority will be based on continuous years of employment by the Board for each category taught by the employee. If an employee teaches in more than one category, he/she will receive credit in each category taught. Employees voluntarily or involuntarily transferred shall retain their prior seniority in their previous position/s but it will not continue to accrue. They do not carry prior seniority to their new position. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

In the event of reduction in the number of staff, those teachers in the professional category affected shall be terminated by the following order of procedures:

1. Attrition;
2. Teachers with temporary or emergency certification;
3. The seniority principle shall apply as follows:

(a) There shall be five professional categories:

- (1) Junior Kindergarten through the Sixth Grade including ESEA Chapter I reading teachers
- (2) Grades Seven (7) through Twelve (12) [7-12] which shall consist of the following sub-categories:  
  
Science, English-Speech, Social Studies, Home Economics, Vocational Agriculture, Language, Mathematics, Business, Guidance, Driver Education, Industrial Arts, Reading Teacher
- (3) Kindergarten through Twelve (K-12) which shall consist of the following sub-categories:  
  
Librarians, Art, Music, Physical Education and Talented & Gifted
- (4) Kindergarten through Twelve (K-12) Learning Disabilities
- (5) Kindergarten through Six (K-6) Guidance Counselor

If a teacher is eliminated from any category or sub-category and has had previous teaching experience in the Maquoketa Valley School District in any of the other categories or sub-categories, then said teacher will have an opportunity to enter said other category or sub-categories if their accrued years of teaching in said category or sub-category is greater than that of other employees in the said category or sub-category.

(b) Extra Duty assignments shall not be given preference above seniority rights.

**B. RECALL RIGHTS:** Any teacher terminated pursuant to this section shall have recall rights to the position in which the teacher had seniority immediately prior to said termination for three years from effective date of his/her termination. During said three year period, all teachers with recall rights shall be offered unfilled positions for which they have had previous teaching experience in the Maquoketa Valley School District. The person with the most accrued years of teaching in said category or sub-category at Maquoketa Valley School District shall be offered said unfilled position before said position is offered to a teacher with no recent teaching experience at Maquoketa Valley. Any teacher terminated should inform the school district of address change if he/she wants to be offered available positions. Notice of recall shall be sent by Registered Mail to the last address given in writing to the employer by the teacher to be recalled. Failure on the part of the teacher to respond in writing by Registered Mail to said notice within 15 days shall result in a forfeiture of all recall rights of said teacher.

**C. NOTIFICATION:** The administration shall provide written notice to the association and to any teacher affected by reduction as early as possible, but not later than April 30, preceding such school year.

**D. BENEFITS:** Upon exercising his/her recall rights, any teacher shall be given back his/her prior experience rating in the district. He/she shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.

## ARTICLE XI

### TRANSFER PROCEDURE

1. Voluntary Transfers: Any employee may apply for voluntary transfer to a different building by making application therefore in writing and delivering same to the superintendent at his/her office.

2. Involuntary Transfers:

A. Definition: The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.

B. Notice: Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.

3. Association Notification: Any transfer openings, or dismissals shall be made within (3) working days to the association's chief negotiator. Failure to provide this information in a timely manner will not void the action taken by the district.

## ARTICLE XII

### IN-SERVICE TRAINING

Employees shall participate in and attend in-service training curricula established by the employer at the times and places designated by the employer.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

1. All grievances arising under and during the term of this agreement shall be settled in accordance with the procedure hereinafter set forth.

2.01. The word "grievance" whenever used in this Agreement shall mean a complaint on the part of any employee or the Association in regard to the interpretation and application of the specific terms and provisions of this agreement.

2.02. The following procedures shall be followed in the settlement of all grievances of employees:

A. (Step I) the aggrieved employee or the Association's representative shall take up any grievance with the employee's immediate supervisor, as soon as possible. They shall usually meet within 24 hours after such meeting is requested, except where that period includes a weekend, holiday or a scheduled school vacation period.

B. (Step II) If the employee's immediate supervisor is unable to settle the grievance and the Association wishes to process the grievance further, the Association shall submit in writing the matter in dispute to the superintendent or his/her representative and the employee's immediate supervisor within five days after the receipt of said written notice. The superintendent or his/her representative shall give to the aggrieved employee(s) and the Association a disposition of said grievance in writing within ten days after the meeting held on the grievance in this step.

C. (Step III) If the grievance is not settled by any of the foregoing steps, and the Association wishes to process the grievance further, then the grievance shall be submitted to Arbitration provided written notice of intention to arbitrate is given to the superintendent or his/her designated representative within ten (10) school days after the date of the superintendent's decision as provided in Step II. The decision of the Arbitrator shall be final and binding on the parties.

The Arbitrator shall be chosen from a panel of five (5) disinterested nominees to be elected by the Federal Mediation and Conciliation Service. A request for the selection of the panel of nominees shall be submitted jointly to the Federal Mediation and Conciliation Service within five (5) school days after the Association wishes to submit the grievance to Arbitration. Within five (5) school days after the receipt of the panel of disinterested arbitrators, submitted by the Federal Mediation and Conciliation Service, the representative of the Association and the superintendent, or his/her designated representative, shall meet and determine by lot who shall strike first from the list of five (5) disinterested arbitrators, submitted by the Federal Mediation and Conciliation Service. The parties shall then alternately strike one of the names from the panel submitted by the Federal Mediation and Conciliation Service and the remaining name shall be the arbitrator.

D. The Arbitrator shall then meet as soon as possible to hear the grievance. The Association and the employer agree to bear the expense of its own counsel, representatives and witnesses, and each shall pay one-half of all other expenses of the arbitration. Either the Association or the employer may request that a court reporter's transcript of the hearing be made. The party so requesting said transcript shall bear the cost of the court reporter and the cost of the independent arbitrator's copy of the court reporter's transcript.

E. The Arbitrator shall not amend, alter or change this Agreement in any manner or form. The arbitrator's decision must be in writing with copies to each party and shall set forth his/her findings of fact, reasoning and conclusion on the issue submitted.

F. The decision of the Arbitrator shall be binding on the employer, employee and Association with respect to said grievance.

G. Criteria for employee transfer or staff reduction shall not be subject to arbitration or grievance procedures as hereinabove set forth.

H. No more than one grievance shall be submitted to any single arbitration.

I. All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant, witnesses, and designated representatives of the grievant and the employer.

## **ARTICLE XIV**

### **HEALTH & SAFETY**

#### **PHYSICAL EXAMINATIONS**

A. New Employees: Physical examination by a licensed physician of the employee's choice shall be provided within one (1) month after initial employment.

B. Forms: Forms for physical examination shall be provided by the Board.

C. Cost: Cost of the required examination shall be shared by the Board to the extent of \$60.00 which shall be reimbursed to the employee upon receipt of the completed physical blank and receipt of payment.

#### **SAFETY EQUIPMENT**

The employer shall provide employees with safety equipment required by OSHA when the employee's job requires same. Prescription safety glasses and sunglasses shall not be provided for the employees by the employer.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT														
SALARY SCHEDULE FOR 2006/2007														
STEP	B.A.	B.A.	B.A.	B.A.	B.A.	B.A.+10	B.A.+10	B.A.+20	B.A.+20	M.A.	M.A.	M.A.+15	M.A.+15	
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48	
0	24,530	25,106	25,682	26,258	26,834	27,410	27,986	28,562	29,138	29,714	30,290	30,866	31,442	
1	25,511	26,087	26,663	27,239	27,815	28,391	28,967	29,543	30,119	30,695	31,271	31,847	32,423	
2	26,492	27,068	27,644	28,220	28,796	29,372	29,948	30,524	31,100	31,676	32,252	32,828	33,404	
3	27,474	28,050	28,626	29,202	29,778	30,354	30,930	31,506	32,082	32,658	33,234	33,810	34,386	
4	28,455	29,031	29,607	30,183	30,759	31,335	31,911	32,487	33,063	33,639	34,215	34,791	35,367	
5	29,436	30,012	30,588	31,164	31,740	32,316	32,892	33,468	34,044	34,620	35,196	35,772	36,348	
6	30,417	31,033	31,649	32,265	32,881	33,497	34,113	34,729	35,345	35,961	36,577	37,193	37,809	
7	31,398	32,054	32,710	33,366	34,022	34,678	35,334	35,990	36,646	37,302	37,958	38,614	39,270	
8	32,380	33,076	33,772	34,468	35,164	35,860	36,556	37,252	37,948	38,644	39,340	40,036	40,732	
9	33,361	34,097	34,833	35,569	36,305	37,041	37,777	38,513	39,249	39,985	40,721	41,457	42,193	
10	34,342	35,118	35,894	36,670	37,446	38,222	39,000	39,776	40,552	41,328	42,104	42,880	43,656	
11	35,323	36,139	36,955	37,771	38,587	39,403	40,219	41,035	41,851	42,667	43,483	44,299	45,115	
12	36,304	37,160	38,016	38,872	39,728	40,584	41,440	42,296	43,152	44,008	44,864	45,720	46,576	
13	36,644	37,540	38,436	39,332	40,228	41,124	42,020	42,916	43,812	44,708	45,604	46,500	47,396	
14	36,984	37,920	38,856	39,792	40,728	41,664	42,600	43,536	44,472	45,408	46,344	47,280	48,216	
15	37,324	38,300	39,276	40,252	41,228	42,204	43,180	44,156	45,132	46,108	47,084	48,060	49,036	
16	37,664	38,680	39,696	40,712	41,728	42,744	43,760	44,776	45,792	46,808	47,824	48,840	49,856	
17	38,004	39,060	40,116	41,172	42,228	43,284	44,340	45,396	46,452	47,508	48,564	49,620	50,676	
18	38,344	39,400	40,456	41,512	42,568	43,624	44,680	45,736	46,792	47,848	48,904	49,960	51,016	
19	38,684	39,740	40,796	41,852	42,908	43,964	45,020	46,076	47,132	48,188	49,244	50,300	51,356	
20	39,024	40,080	41,136	42,192	43,248	44,304	45,360	46,416	47,472	48,528	49,584	50,640	51,696	
21	39,364	40,420	41,476	42,532	43,588	44,644	45,700	46,756	47,812	48,868	49,924	50,980	52,036	
22	39,704	40,760	41,816	42,872	43,928	44,984	46,040	47,096	48,152	49,208	50,264	51,320	52,376	
23	40,044	41,100	42,156	43,212	44,268	45,324	46,380	47,436	48,492	49,548	50,604	51,660	52,716	
24	40,384	41,440	42,496	43,552	44,608	45,664	46,720	47,776	48,832	49,888	50,944	52,000	53,056	
25	40,724	41,780	42,836	43,892	44,948	46,004	47,060	48,116	49,172	50,228	51,284	52,340	53,396	
26	41,064	42,120	43,176	44,232	45,288	46,344	47,400	48,456	49,512	50,568	51,624	52,680	53,736	
27	41,404	42,460	43,516	44,572	45,628	46,684	47,740	48,796	49,852	50,908	51,964	53,020	54,076	
28	41,744	42,800	43,856	44,912	45,968	47,024	48,080	49,136	50,192	51,248	52,304	53,360	54,416	
29	42,084	43,140	44,196	45,252	46,308	47,364	48,420	49,476	50,532	51,588	52,644	53,700	54,756	
30	42,424	43,480	44,536	45,592	46,648	47,704	48,760	49,816	50,872	51,928	52,984	54,040	55,096	
31	42,764	43,820	44,876	45,932	46,988	48,044	49,100	50,156	51,212	52,268	53,324	54,380	55,436	
32	43,104	43,584	44,064	44,544	45,024	45,504	45,984	46,464	46,944	47,424	47,904	48,384	48,864	
33	43,444	43,924	44,404	44,884	45,364	45,844	46,324	46,804	47,284	47,764	48,244	48,724	49,204	
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MAQUOKETA VALLEY  
Approved Salary Schedule  
2007/2008

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
47	BA; BA10; BA20 - (\$340 - \$680 - \$1020 - \$1360 - \$1700 - \$2040 - \$2380 - \$2720 - \$3060 - \$3400 - \$3740 - \$4080 - \$4420 - \$4760 - \$5100 - \$5440 - \$5780 - \$6120 - \$6460 - \$6800 - \$7140)													
48	A teacher must be on the last step of their present training lane for more than one year to qualify for the \$340 career increment. This applies for each career increment on the BA - BA10 - BA20 lanes.													
49														
50	MA; MA15 - (\$440 - \$880 - \$1320 - \$1760 - \$2200 - \$2640 - \$3080 - \$3520 - \$3960 - \$4400 - \$4840 - \$5280 - \$5720 - \$6160 - \$6600 - \$7040 - \$7480 - \$7920 - \$8360 - \$8800 - \$9240 - \$9680 - \$10120 - \$10560)													
51	A teacher must be on the last step of their present training lane for more than one year to qualify for the \$440 career increment. This applies for each career increment on the MA lanes.													
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	A	B	C	D	E	F	G	H	I	J
1	SUPPLEMENTAL SCHEDULE FOR 2007/2008 (LISTED BY BEGINNING SALARY PERCENTAGE)									
2	FACTORED ON A BASE OF \$24,530									
3	STEP	0	STEP	1	STEP	2	STEP	3	STEP	4
4	STEP	0	STEP	1	STEP	2	STEP	3	STEP	4
5	Activity Director	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100
6	Adult Ed Coord.	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
7	Annual Sponsor	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
8	Band, Elem & JH	0.035	0.040	0.045	0.050	0.055	0.060	0.065	0.070	0.075
9	Band, HS	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140
10	Baseball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
11	Baseball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115	0.120
12	Baseball, JH	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100
13	Basketball, Asst Boys	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115	0.120
14	Basketball, Asst Girls	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115	0.120
15	Basketball, Head Boys	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145
16	Basketball, Head Girls	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145
17	Basketball, JH Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
18	Basketball, JH Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
19	Cheerleading	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
20	Cross Country	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
21	Drama, Head	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
22	Drama, Asst.	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
23	Drill Team	0.035	0.040	0.045	0.050	0.055	0.060	0.065	0.070	0.075
24	FFA	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140
25	Football, Assistant	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115
26	Football, Head	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145
27	Football, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
28	Golf, Head	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
29	Golf, Asst.	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095
30	Newspaper Sponsor	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
31	Prom Sponsor	0.025	0.030	0.035	0.040	0.045	0.050	0.055	0.060	0.065
32	Softball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
33	Softball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115	0.120
34	Softball, JH	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100
35	Speech, Head	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
36	Speech, Asst.	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.090
37	Spirit Squad	0.025	0.030	0.035	0.040	0.045	0.050	0.055	0.060	0.065
38	Track, Asst Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
39	Track, Asst Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
40	Track, Head Boys	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115
41	Track, Head Girls	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115
42	Track, JH Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
43	Track, JH Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
44	Vocal HS	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140
45	Vocal, HS Asst.	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
46	Volleyball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
47	Volleyball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115	0.120
48	Volleyball, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105
49	Wrestling, Asst	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.115
50	Wrestling, Head	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145
51	Wrestling, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105



MAQUOKETA VALLEY  
Salary Schedule  
2007/2008

	A	B	C	D	E	F	G	H	I	J	K
								EXHIBIT B			
	MAQUOKETA VALLEY PHASE II SCHEDULE FOR 2007/2008										
	STEP	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+15					
130	0										
131	1				80	80					
132	2				120	120					
133	3				160	160					
134	4				200	200					
135	5				240	240					
136	6	40	40	80	280	280					
137	7	80	80	120	320	320					
138	8	120	120	160	360	360					
139	9	160	160	200	400	400					
140	10	200	200	240	440	440					
141	11	240	240	280	480	480					
142	12	280	280	320	520	520					
143	13	320	320	360	560	560					
144	14	360	360	400	600	600					
145	15	400	400	440	640	640					
146	16	440	440	480	680	680					
147	17	480	480	520	720	720					
148	18			560	760	760					
149	19				800	800					
150	20										
151	21										
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PAYMENT PLAN FOR PHASE II DOLLARS: (1) All eligible for Phase II dollars will be paid according to the figure in the cell for their respective lane and step.  
(2) All remaining Phase II dollars will then be divided on an F.T.E. basis to all those eligible for Phase II dollars. Thus, one's Phase II payment is equal to the amount in their respective cell plus F.T.E. distribution. (3) Phase II payments will be made as soon as the district receives the money from the state.  
(4) It is understood that this schedule is null and void if the district does not receive Phase II payments from the state. (5) If the Iowa Legislature incorporates the Phase II monies into another fund or renames Phase II it is understood that this schedule shall continue in force unless the Iowa Legislature stipulates how the incorporated monies are to be spent.  
The F.T.E. payment is based on current staff and is subject to modification depending on staff placement and negotiated base.

MAQUOKETA VALLEY  
Salary Schedule  
2007/2008

	A	B	C	D	E	F	G	H	I	J	K
226	PHASE II DOLLARS PAID TO MAQUOKETA VALLEY TEACHERS										
227	Total estimated Phase II dollars available based on the 2006 enrollment: (\$80.70 x 862.3)										
228	Less carry-over dollars from 2006/2007:										
229	Less tuitioned-out students:										
230	Sub-total of Phase II dollars:										
231	Less fixed charges:										
232	Total Phase II dollars available to be paid on in salaries:										
233	Phase II dollars allotted to above schedule:										
234	Additional off-schedule Phase II dollars available:										
235	Less Phase II dollars paid to teachers receiving off-schedule Phase II dollars:										
236	Total off-schedule Phase II dollars available:										
237	F.T.E. teachers paid from Phase II schedule:										
238	Phase II dollars per F.T.E. in addition to those scheduled:										
239											
240											
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242											
243											
								\$69,588			
								\$1,000			
								\$68,588			
								\$8,288			
								\$60,300			
								\$24,940			
								\$35,360			
								\$7,007			
								\$28,354			
								53,445			
								\$531			

**EXHIBIT C**

**AUTHORIZATION FORM FOR PAYROLL DEDUCTION  
FOR ASSOCIATION DUES**

Please Print

Mr. ( ) Social Security No. \_\_\_\_\_

Ms. ( )

Mrs. ( ) \_\_\_\_\_

Last

First

Middle

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

State

Zip

\_\_\_\_\_  
Building Where Employed

Position

I hereby authorize the Maquoketa Valley Community School District to deduct dues to be paid to the Maquoketa Valley Education Association in the amount indicated by the MVEA to be withheld in 16 payments commencing with the first pay period in October.

It is understood that this authorization shall continue in effect from year to year unless revoked in writing. Said revocation notice must be filed with the District's Payroll Office at least thirty calendar days prior to its effective date.

Date \_\_\_\_\_ Signature \_\_\_\_\_